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6 **UNITED STATES DISTRICT COURT**
7 **IN AND FOR THE WESTERN DISTRICT OF WASHINGTON**

8 AYLO PREMIUM LTD, a limited liability
9 company organized under the laws of the
10 Republic of Cyprus,

11 Plaintiff,

12 vs.

13 POPRAVKIN ANTON and JOHN DOES 1 -
14 20 d/b/a, FRESHPORNO.NET,
15 PORNHEAL.COM, FRPRN.COM,
16 3PRN.COM, KOJKA.COM, MOJVA.COM,
17 ONLINEPORNO.CC, and
18 HOMEXVIDEO.COM

19 Defendants.

Case No.

**COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF**

DEMAND FOR JURY TRIAL

18 Plaintiff Aylo Premium Ltd (hereinafter referred to as “Plaintiff” or “AYLO”) by and through
19 its counsel of record files this Complaint against Defendants Popravkin Anton and Does 1-20, d/b/a
20 freshporno.net, frprn.com, 3prn.com, homexvideo.com, kojka.com, mojva.com, onlineporno.cc, and
21 pornheal.com (collectively hereinafter referred to as “Defendant” or “Defendants”).

22
23 **PRELIMINARY STATEMENT**

24 1. AYLO is among the world’s leading premium adult entertainment content providers.
25 By this lawsuit, AYLO seeks to protect thousands of its over 41,000 registered, copyrighted
26 audiovisual works from blatant infringement by Defendants.

2. The conduct giving rise to this lawsuit is egregious and willful. Defendants own and operate websites trafficking tens of thousands of pirated works, including at least 9,006 registered works owned by AYLO. None of the infringing content is 'user-generated' or 'third-party' uploads. Defendants are not 'service providers' under Section 512 of the Digital Millennium Copyright Act (DMCA) (17 U.S.C. § 512) and are therefore ineligible for safe harbor protections. Moreover, they systematically refuse to comply with proper DMCA takedown notices and fail to meet their obligations under the DMCA.

3. Defendants' actions are causing significant harm to AYLO's business, necessitating immediate intervention. As Defendants have refused to cease their conduct, AYLO seeks injunctive relief and substantial damages from this Court.

JURISDICTION AND VENUE

4. This is a civil action seeking damages and injunctive relief for copyright infringement under the Copyright Act, 17 U.S.C. § 101 *et seq.*

5. This Court has subject matter jurisdiction over AYLO's claims for copyright infringement and violation of the Digital Millennium Copyright Act pursuant to 28 U.S.C. §§ 1331 and 1338.

6. Defendants Popravkin Anton and Does 1-20 are currently unknown individual(s) and/or entity(ies) that own and operate at least eight websites, located at the uniform resource locators ("URLs") freshporno.net ("Freshporno"), pornheal.com ("Pornheal"), frprn.com ("Frprn"), 3prn.com ("3prn"), kojka.com ("Kojka"), mojva.com ("Mojva"), onlineporno.cc ("Onlineporno"), and homexvideo.com ("HomeXVideo"), collectively (the "Popravkin Network" or "Websites").

7. Defendants Popravkin Anton and Does 1-20 operate the Popravkin Network in concert, acting together, to facilitate copyright infringement as alleged herein. Through this network, Defendants knowingly and purposefully market to and target the United States, including residents of this District.

1 8. By submitting DMCA Counter Notices to Google, Defendants explicitly consented to
2 U.S. jurisdiction and service of process, as required under 17 U.S.C. § 512(g)(3).¹

3 9. Defendant Popravkin Anton has registered as a Service Provider with the United States
4 Copyright Office and has listed a US-based Designated Copyright Agent to receive takedown notices.
5 Each of the Websites at issue in this case has been listed as an “Alternate Name” on the U.S. Copyright
6 Office’s DMCA Designated Agent Directory.²

7 10. Based on website analysis overview reports prepared by Similarweb.com, an industry-
8 trusted website analytics company, dated December 16, 2024 (the “Popravkin Network SimilarWeb
9 Reports”), for the one month ending November 2024, visitors from the United States accounted for
10 over 3.59 million users per month. Moreover, more than 60% of the social media traffic to the
11 Popravkin Network originated from U.S.-based platforms, including YouTube, Reddit, X (formerly
12 Twitter), Instagram, and Facebook.

13 11. Defendants use DNC Holdings, Inc., doing business as Directnic, LLC
14 (directnic.com), an ICANN-accredited registrar incorporated in Delaware with its principal office in
15 River Ridge, Louisiana, as the domain registrar for the Popravkin Network. Defendants utilize
16 Directnic's U.S.-based privacy services for each URL in the Popravkin Network, thereby concealing
17 their identities.³

18 12. Websites in the Popravkin Network display a DMCA Page that cites *its obligations,*
19 *policies, and procedures to adhere to 17 U.S.C. §512 of the Digital Millenium Copyright Act.*⁴

20 13. Websites in the Popravkin Network display a 2257 Page that cites *18 U.S.C. § 2257*
21 *Record-keeping requirements.*⁵

22 ¹ Attached hereto as Exhibit A are true and correct copies of the DMCA Counter Notices submitted to Google, LLC.

23 ² Attached hereto as Exhibit B are true and correct copies of the Service Provider/Designated Information posted in the
24 US Copyright Office DMCA Designated Agent Directory.

25 ³ Attached hereto as Exhibit C are true and correct copies of the WHOIS information for each Popravkin Network
26 Website displaying DNC Holdings, Inc. as the Registrar and privacy services company.

⁴ Attached hereto as Exhibit D are true and correct copies of the DMCA Pages from Popravkin Network Websites.

⁵ Attached hereto as Exhibit E are true and correct copies of 2257 Pages from Popravkin Network Websites.

14. The Privacy Policy Page of Pornheal cites, “Your California privacy rights” and specifically cites California Civil Code Section 1798.83 of the California Civil Code.⁶

15. The Terms of Service pages on Defendants’ websites homexvideo, frprn, and 3prn cite 28 C.F.R 75. 28 CFR Part 75, The Child Protection and Obscenity Enforcement Act Regulations.⁷

16. Defendants buy website traffic to their Websites including from the United States.⁸

17. Defendants deliberately target the United States market by using U.S.-based vendors for domain name servers, advertising, and other services, and by citing U.S. laws. Upon information and belief, Defendants transact business in this Judicial District through their interactive websites, offering infringing content to U.S. and Washington residents, who have engaged in acts of infringement in this District.

18. This Court has personal jurisdiction over Defendants, as their business activities and tortious acts are directed at this District, making them amenable to service of process under the state Long-Arm Statute and Fed. R. Civ. P. 4(e). Additionally, any alien defendant is subject to jurisdiction in any district under 28 U.S.C. § 1391 (‘An alien may be sued in any district’) and Fed. R. Civ. P. 4(k)(2).

19. This Court has subject matter jurisdiction over Plaintiff’s federal claims pursuant to 17 U.S.C. § 101 et seq., 28 U.S.C. § 1331, and 28 U.S.C. § 1338, and venue is proper under 28 U.S.C. §§ 1391(b), (c), and/or (d) and 28 U.S.C. § 1400(a).

PARTIES

20. AYLO Premium Ltd (formerly named MG Premium Ltd) is, and at all relevant times was, a private limited liability company organized under the laws of the Republic of Cyprus with its head office at 195-197 Old Nicosia-Limassol Road, Block 1 Dali Industrial Zone, Cyprus 2540. AYLO is the holder of the copyrights associated with many well-known brands of adult content, including “Reality Kings”, “Brazzers”, “MOFOS”, “Babes.com”, and “Twistys” among others.

⁶ Attached hereto as Exhibit F is a true and correct copy of the Privacy Policy Page from the Pornheal Website.

⁷ Attached hereto as Exhibit G are true and correct copies of the Terms of Service pages from the Homexvideo, Frprn, and 3prn Websites.

⁸ Attached hereto as Exhibit H is a true and correct copy of a Webmaster Page from the 3prn and Fprn Website.

1 21. AYLO owns and distributes one of the world's largest portfolios of premium adult-
2 oriented audiovisual content and routinely registers its copyrights with the U.S. Copyright Office.

3 22. AYLO owns over 41,000 registered copyrights to legal adult videos.⁹

4 23. A schedule of the AYLO copyrighted works at issue in this case thus far, which have
5 been registered with the U.S. Copyright Office, is attached hereto as Exhibit I (the "Subject
6 Works").¹⁰

7 24. The vast majority of the Subject Works were registered within five years of
8 publication, so the information stated on the registrations is presumed true.

9 25. AYLO licenses its content for valuable consideration, including for display on various
10 adult entertainment websites. AYLO has never authorized or consented to Defendants to use their
11 copyrighted works in the manner displayed or exploited by Defendants and as complained herein.

12 26. Upon information and belief, Defendants own and operate freshporno.net, frprn.com,
13 3prn.com, homexvideo.com, kojka.com, mojva.com, onlineporno.cc, and pornheal.com websites
14 collectively (the "Popravkin Network" or "Websites").

15 27. Upon information and belief, the websites in the Popravkin Network are registered in
16 the United States, and each is available in the United States with the full intention of broadcasting,
17 distributing, or making available content in the United States and earning money from the United
18 States market. It is currently unknown where the owners and operators are located.

19 28. Defendants Popravkin Anton and Does 1 through 20 are the owners, operators,
20 shareholder executives, and affiliates of the Popravkin Network. AYLO is unaware of the true names
21 or capacities of Does 1 through 20. AYLO is informed and believes, and on that basis alleges, that
22 Does 1 through 20 either (a) directly performed the acts alleged herein, (b) were acting as the agents,
23 principals, alter egos, employees, or representatives of the owners and operators of the Websites,
24 and/or (c) otherwise participated in the acts alleged herein with the owners and operators of the
25 Websites. Accordingly, Does 1 through 20 each are liable for all the acts alleged herein because they

24 ⁹ To illustrate the scale of Plaintiff's registered library of over 41,000 movies, consider that over its 50-year history, the
25 MPAA's, "...rating board is fast approaching an impressive 30,000 films rated since 1968..." Source:
<https://50th.filmratings.com/core/> Last Visited January 23, 2025.

26 ¹⁰ Attached hereto as Exhibit J are 30 examples of the 9,006 copyright registration certificates for the Subject Works
pertinent to this case.

1 were the cause in fact, and proximate cause of all injuries suffered by AYLO as alleged herein.
 2 AYLO will amend the complaint to state the true names of Does 1 through 20 when their identities
 3 are discovered.

4 **STATEMENT OF FACTS**

5 29. The Popravkin Network is a group of pirate websites, displaying copyrighted adult
 6 entertainment content without authorization or license.

7 30. All video and image content on the Popravkin Network is uploaded exclusively by its
 8 owners and operators; third parties cannot upload content.

9 31. The scheme to monetize the unlawful copyright infringement on the Popravkin
 10 Network is predominately from advertising banners.

11 32. In addition to static banner advertisements, users viewing videos on the Popravkin
 12 Network will periodically be shown pop-up advertisements. A “pop-up” advertisement is just that:
 13 an advertisement that seemingly randomly appears on the user’s screen.

14 33. Certain pop-up and banner advertisements on the Popravkin Network are geo-
 15 targeted, allowing its operators to determine the general location of each user and display
 16 advertisements tailored to that specific locale, including this District.¹¹

17 34. Videos on the websites in the Popravkin Network may be shared on other websites
 18 outside of the Popravkin Network. On Freshporno, Frprn, Homexvideo, 3prn, Kojka, and Mojva
 19 websites, the user is provided with direct links for downloading the infringing work, and/or posting,
 20 or embedding on or to any website or social site including, but not limited to, Pinterest, Telegram,
 21 Facebook, Twitter, Google or via email to anyone. This functionality makes it impossible to
 22 accurately determine how many times and where AYLO’s copyrighted videos have been illegally
 23 posted and displayed as a direct result of Defendant's unlawful actions.

24 35. The Popravkin Network does not meet the conditions required to qualify for the
 25 DMCA's safe harbor provisions. Defendants fail to honor takedown notices and, on information and
 26 belief, upload the infringing material themselves, acting as the sole infringers on the network.

¹¹ Attached hereto as Exhibit K are true and correct copies of geotargeted advertisements from 3prn and Frprn Website.

1 36. Defendants also fail to implement and enforce a repeat infringer policy as required
 2 under 17 U.S.C. § 512(i). To qualify for safe harbor protections, service providers must adopt and
 3 reasonably implement policies for terminating access to their services by users who repeatedly
 4 infringe copyrighted material. Defendants' refusal to remove infringing content, even after receiving
 5 thousands of DMCA-compliant takedown notices, demonstrates their lack of such a policy. This
 failure disqualifies Defendants from the safe harbor provisions of the DMCA.

6 37. AYLO's agents routinely monitor websites for infringement and discovered that many
 7 of AYLO's copyrighted works were made available in full on the Popravkin Network, offered to the
 8 public for free without license or authorization from AYLO.

9 38. AYLO identified at least 9,006 of Plaintiff's registered copyrighted works displayed
 10 across 27,105 URLs on the Popravkin Network, as detailed in Exhibit L, attached hereto. Defendants
 11 have no legal authority to exploit or distribute these works in the manner complained herein.

12 39. AYLO has made significant efforts to remove its copyrighted content from the
 13 Popravkin Network under 17 U.S.C. § 512(c), sending 10,739 DMCA-compliant takedown notices
 14 directly to the network. Additionally, AYLO (as MG Premium Ltd) submitted 10,734 DMCA-
 15 compliant takedown notices to Google, LLC to remove infringing links from Google.com search
 results, an effort it frequently undertakes to address indexed links to infringing content.^{12 13}

16 40. Despite this, Defendants failed to act and remained noncompliant with DMCA
 17 requirements. Popravkin Anton, as a registered Service Provider with a U.S.-based Copyright Agent,
 18 has listed the infringing websites in the U.S. Copyright Office's DMCA Designated Agent Directory
 (see Exhibit B).

19 41. At various times and dates, DMCA takedown notices were sent to both the DMCA
 20 Registered Copyright Agent and the DMCA Agent email address identified on the DMCA Pages for
 21 each website in the Popravkin Network. As of the date of this complaint, DMCA-compliant takedown
 22

23 ¹² Attached hereto as Exhibit M, we provide copies of communications with Popravkin Network US Registered Agent
 24 and one example of the Takedown Notices dispatched to DMCA Contacts as listed on the DMCA Pages of the Websites.

25 ¹³ AYLO Premium Ltd, formerly MG Premium Ltd, has filed 967,224,858 requests to remove links to infringing uses of
 26 its content from Google.com, making it the world's top copyright owner by removal requests. The BPI (British Recorded
 Music Industry) Ltd. ranks second with 628,720,473 requests. Source: Google Transparency Report,
https://transparencyreport.google.com/copyright/overview?browse_copyright=ce:owner;size:6&lu=browse_copyright,
 last visited January 23, 2025.

1 notices identifying all of the URLs listed in Exhibit L were sent to the address provided on the DMCA
2 Pages for the Websites and the URLs remained active.

3 42. Defendants have engaged in ongoing gamesmanship to evade compliance. One
4 example is that despite AYLO's Agent sending multiple DMCA takedown notices to the Defendants'
5 Registered Copyright Agent, DMCA Now LLC ("DMCA Now"), and following their removal
6 instructions, the infringing content on Freshporno was never removed. After five attempts, DMCA
7 Now claimed it no longer represented Freshporno and provided alternate contact information, which
8 also failed to resolve the issue. Additionally, Defendants inconsistently listed DMCA Now's email
9 and other addresses on their websites, differing from those in the U.S. Copyright Office DMCA
10 Designated Agent Directory. Based on information and belief, DMCA Now LLC remains listed as
11 the Registered Designated Copyright Agent for five of Defendants' URLs, including homexvideo,
12 kojka, mojva, onlineporno, and pornheal, as of the date of this complaint (see Exhibit B).

13 43. Based on information and belief, once Defendants learned of the takedown notices
14 received by its Copyright Agent from AYLO's Agent, Defendant swiftly changed its filing with the
15 U.S. Copyright Office in an attempt to avoid liability in U.S. Court.

16 44. Based on information and belief, the address that Popravkin Anton provided to the
17 U.S. Copyright Office is not a real physical address.

18 45. None of AYLO's DMCA takedown notices bounced back as undelivered. The
19 Defendant Copyright Agent acknowledged receipt of those takedown notices that it had received.

20 46. Upon information and belief, Defendants have actual knowledge and clear notice of
21 the infringement of Plaintiff's titles. Defendants possess constructive knowledge and notice of
22 infringement. The infringement is unmistakable even to a casual observer. Plaintiff's copyrighted
23 works are readily accessible on the Popravkin Network Websites, facilitated by Defendant Popravkin
24 and Doe Defendants' coordinated efforts. Use of Plaintiff's and other major producers' trademarks to
25 index infringing material for easier search and identification further indicates clear knowledge and
26 intent.

47. By virtue of the conduct alleged herein, Defendants knowingly promote, participate
in, facilitate, assist, enable, materially contribute to, encourage, and induce copyright infringement,
and thereby have infringed, secondarily infringed, and induced infringement by others, the copyrights
in Plaintiff's copyrighted work.

1 48. Defendants, either jointly, severally, actually, constructively, and with or without
2 direct concert with one another, deprived Plaintiff of the lawful monetary rewards that accompany its
3 rights in the copyrighted works. Defendants' disregard for copyright threatens Plaintiff's business.

4 49. Defendants intentionally, knowingly, negligently, or through willful blindness avoided
5 reasonable precautions to deter rampant copyright infringement on their websites.

6 50. Defendants' acts and omissions allow them to profit from their infringement while
7 imposing the burden of monitoring Defendants' website onto copyright holders, without sufficient
8 means to prevent continued and unabated infringement.

9 **FIRST CAUSE OF ACTION**

10 **Copyright Infringement – 17 U.S.C. §§ 101 *et seq.***

11 **Against All Defendants**

12 51. AYLO repeats, re-alleges, and incorporates by reference each preceding allegation set
13 forth herein and further states that:

14 52. AYLO is the owner of valid and registered copyrights in the Subject Works.

15 53. AYLO registered each copyright with the United States Copyright Office.

16 54. Defendants have infringed, and are continuing to infringe AYLO copyrights by
17 uploading, reproducing, adapting, distributing, publicly performing, and/or publicly displaying and
18 authorizing others to reproduce, adapt, distribute, publicly perform, and/or publicly display
19 copyrighted portions and elements of the Subject Works, and/or the Subject Works in their entirety,
20 without authorization, in violation of the Copyright Act, 17 U.S.C. § 101 *et seq.*

21 55. Defendants did not have authority or license to copy and/or display the Subject Works.

22 56. AYLO has never authorized or given consent to Defendants to use the Subject Works
23 in the manner displayed and exploited by Defendants.

24 57. Defendants knew or reasonably should have known they did not have permission to
25 exploit the Subject Works on the Popravkin Network Websites and further knew or should have
26 known their acts constituted copyright infringement.

58. Defendants' acts of infringement are willful, in disregard of, and with indifference to
the manner displayed and exploited by Plaintiff.

1 59. Defendants engaged in intentional, knowing, negligent, or willfully blind conduct
2 sufficient to demonstrate they engaged actively in the improper collection and distribution of
3 Plaintiff's copyrighted works.

4 60. The quantity and quality of copyright files available to users increased the
5 attractiveness of Defendants' service to its customers, increased its user base, and increased its ad
6 sales revenue.

7 61. Based on information and belief, Defendants actively uploaded pirated copyrighted
8 files, enabling users of the Popravkin Network to view copyrighted videos and images for free.

9 62. Defendants controlled the files owned by AYLO and determined which files
10 remained for display and distribution.

11 63. Defendants never implemented or enforced a "repeat infringer" policy.

12 64. Defendants ignore DMCA takedown notices sent by Plaintiff to Defendants.

13 65. Defendants controlled the files owned by Plaintiff and determined which files
14 remained for display and distribution.

15 66. Defendants either were aware, actually or constructively, should have been aware, or
16 were willfully blind that pirated copyrighted materials comprised the most popular videos on the
17 Defendants' websites.

18 67. Defendants, through the Popravkin Network, affirmatively and willfully
19 accommodated Internet traffic generated by the illegal acts.

20 68. Defendants' conduct was willful within the meaning of 17 U.S.C. § 101, *et seq.* At a
21 minimum, Defendants acted with willful blindness and reckless disregard of AYLO's registered
22 copyrights.

23 69. Because of their wrongful conduct Defendants are liable to AYLO for copyright
24 infringement. See 17 U.S.C. §501. Plaintiff suffers and will continue to suffer substantial losses,
25 including, but not limited to, damage to its business reputation and goodwill.

26 70. The law permits Plaintiff to recover damages, including readily ascertainable direct
losses and all profits Defendants made by their wrongful conduct. 17 U.S.C. §504. Alternatively,
the law permits Plaintiff to recover statutory damages. 17 U.S.C. §504(c).

 71. Because of the Defendants' willful infringement, the law permits enhancement of
the allowable statutory damages. 17 U.S.C. §504(c) (2).

1 72. The law permits Plaintiff injunctive relief. 17 U.S.C. §502. Further, the law
2 permits a Court Order impounding all infringing materials. 17 U.S.C. §503.

3 73. Because of the Defendants' acts and conduct, AYLO has sustained and will
4 continue to sustain substantial, immediate, and irreparable injury, for which there is no adequate
5 remedy at law. Unless enjoined and restrained by the Court, Defendants will continue to infringe
6 AYLO's rights in the Subject Works. AYLO is entitled to temporary, preliminary, and
7 permanent injunctive relief to restrain and enjoin Defendants' continuing infringing conduct.

8 **SECOND CAUSE OF ACTION**

9 **Contributory Copyright Infringement**

10 **Against All Defendants**

11 74. AYLO repeats, re-alleges, and incorporates by reference each preceding allegation set
12 forth herein and further states that:

13 75. Unknown individuals, without authorization, reproduced and distributed Plaintiff's
14 works through Defendants' websites, directly infringing Plaintiff's copyrighted works.

15 76. Defendants contributed to the infringing acts of those individuals.

16 77. Defendants were aware, should have been aware, or were willfully blind to the
17 infringing activity.

18 78. Defendants aided, abetted, allowed, and encouraged those individuals to reproduce
19 and distribute Plaintiff's copyrighted works through Defendants' Websites without regard to
20 copyright ownership.

21 79. Defendants had the ability and obligation to control and stop the infringements.
22 Defendants failed to do so.

23 80. Defendants have engaged in the business of knowingly inducing, causing, and/or
24 materially contributing to unauthorized reproduction, adaptation, public display and/or distribution
25 of copies of Plaintiff's copyrighted works, and thus to the direct infringement of Plaintiff's
26 copyrighted works.

81. Defendants received direct financial benefits from the infringements.

82. On information and belief, Defendants' actions constitute contributory infringement
of Plaintiff's copyrights and exclusive rights under copyright in Plaintiff's copyrighted works in
violation of the Copyright Act, 17 U.S.C. §§ 106 and 501.

1 83. The unauthorized reproduction, distribution, and public display of Plaintiff's
2 copyrighted works that Defendant enables, causes, materially contributes to and encourages through
3 the acts described above are without Plaintiff's consent and are not otherwise permissible under the
4 Copyright Act.

5 84. The acts of infringement by Defendants have been willful, intentional, and purposeful
6 and in reckless disregard of and with indifference to Plaintiff's rights.

7 85. As a direct and proximate result of the infringements by Defendants of Plaintiff's
8 copyrights and exclusive rights under copyright in Plaintiff's copyrighted works, Plaintiff is entitled
9 to its actual damages and Defendants' profits pursuant to 17 U.S.C. § 504(b).

10 86. Alternatively, Plaintiff is entitled to maximum statutory damages, pursuant to 17
11 U.S.C. § 504(c), in the amount of \$150,000 with respect to each work infringed, or such other amounts
12 as may be proper under 17 U.S.C. § 504(c).

13 87. Plaintiff is further entitled to their attorneys' fees and full costs pursuant to 17 U.S.C.
14 § 505.

15 **THIRD CAUSE OF ACTION**

16 **Vicarious Copyright Infringement**

17 **Against All Defendants**

18 88. AYLO repeats, re-alleges, and incorporates by reference each preceding allegation set
19 forth herein and further states that:

20 89. Without authorization, individuals reproduced, distributed, and publicly displayed
21 Plaintiff's works through Defendants' Websites, directly infringing Plaintiff's copyrighted works.

22 90. Defendants were actually or constructively aware or should have been aware or were
23 willfully blind to the infringing activity.

24 91. Defendants were able to control or completely end the illegal and improper
25 infringement but failed to do so.

26 92. Defendants contributed materially to the infringement.

93. Defendants received direct financial gain and profit from those infringing activities.

94. The acts, omissions, and conduct of all Defendants constitute vicarious copyright
infringement.

97. Plaintiff is further entitled to their attorneys' fees and full costs pursuant to 17 U.S.C. § 505.

98. AYLO repeats, re-alleges, and incorporates by reference each preceding allegation set forth herein and further states that:

100. On information and belief, Defendants have participated in the illegal uploading and encouraged the illegal downloading and/or viewing of AYLO's copyrighted works, thus inducing the unauthorized reproduction, adaptation, public display, and/or distribution of copies of AYLO's copyrighted works, and thus to the direct infringement of AYLO's copyrighted works.

102. The infringement of AYLO's rights in and to each of the AYLO copyrighted works constituted a separate and distinct infringement.

1 103. The acts of infringement by Defendants have been willful, intentional, purposeful, and
2 in reckless disregard of and with indifference to AYLO's rights.

3 104. As a direct and proximate result of the infringements by Defendants of AYLO's
4 copyrights and exclusive rights under copyright in AYLO's copyrighted works, AYLO is entitled to
5 its actual damages and Defendants' profits pursuant to 17 U.S.C. § 504(b).

6 105. Alternatively, AYLO is entitled to maximum statutory damages, pursuant to 17 U.S.C.
7 § 504(c), in the amount of \$150,000 with respect to each work infringed, or such other amounts as
8 may be proper under 17 U.S.C. § 504(c).

9 106. AYLO is further entitled to their attorneys' fees and full costs pursuant to 17 U.S.C. §
10 505.

11 107. Because of the Defendants' acts and conduct, AYLO has sustained and will continue
12 to sustain substantial, immediate, and irreparable injury, for which there is no adequate remedy at
13 law. Unless enjoined and restrained by the Court, Defendants will continue to infringe AYLO's rights
14 in the Subject Works. AYLO is entitled to temporary, preliminary, and permanent injunctive relief
15 to restrain and enjoin Defendants' continuing infringing conduct.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiff Aylo Premium Ltd prays that this Court enter judgment in its favor
18 on each and every claim for relief set forth above and award Aylo Premium Ltd relief including, but
19 not limited to, an Order:

20 A. Preliminarily and permanently enjoining Defendants, their agents, servants, officers,
21 directors, employees, attorneys, privies, representatives, successors and assigns and parent and
22 subsidiary corporations or other related entities, and any or all persons acting in concert or
23 participation with any of them, or under their direction or control, from any of the following activities:

24 (1) Hosting, linking to, distributing, reproducing, copying, downloading,
25 uploading, making available for download, indexing, displaying, exhibiting, publicly
26 performing, communicating to the public, streaming, transmitting, or otherwise
exploiting or making any use of any of AYLO's copyrighted works, including the
Subject Works, or any portion(s) thereof in any form;

1 (2) Enabling, facilitating, permitting, assisting, soliciting, encouraging or
2 inducing, whether directly or indirectly, any user or other third party (i) to host, link
3 to, distribute, reproduce, copy, download, upload, make available for download, index,
4 display, exhibit, publicly perform, communicate to the public, stream, transmit, or
5 otherwise exploit or make any use of AYLO's copyrighted works, including the
6 Subject Works, or portion(s) thereof; or (ii) to make available any of AYLO's
7 copyrighted works, including the Subject Works, for hosting, linking to, distributing,
8 reproducing, copying, downloading, uploading, making available for download,
9 indexing, displaying, exhibiting, publicly performing, communicating to the public,
streaming, transmitting, or other exploitation or use;

10 (3) Using, operating, maintaining, distributing, or supporting any computer server,
11 website, software, domain name, email address, social media account, bank account,
12 or payment processing system in connection with the hosting, linking to, distributing,
13 reproducing, copying, downloading, uploading, making available for download,
14 indexing, displaying, exhibiting, publicly performing, communicating to the public,
15 streaming, transmitting, or other exploitation or use of any of AYLO's copyrighted
works, including the Subject Works;

16 (4) Enabling, facilitating, permitting, assisting, soliciting, encouraging or
17 inducing, whether directly or indirectly, any user or other third party to visit any
18 website, including but not limited to any website operated by Defendants, that hosts,
19 links to, distributes, reproduces, copies, downloads, uploads, makes available for
20 download, indexes, displays, exhibits, publicly performs, communicates to the public,
21 streams, transmits, or otherwise exploits or makes any use of AYLO's copyrighted
works, including the Subject Works, or portion(s) thereof;

22 (5) Transferring or performing any function that results in the transfer of the
23 registration of the domain names freshporno.net, frprn.com, 3prn.com,
24 homexvideo.com, kojka.com, mojva.com, onlineporno.cc, and pornheal.com to any
other registrant or registrar; and

25 (6) Assisting, aiding, or abetting any other person or business entity in engaging
26 in or performing any of the activities referred to in this Paragraph.

1 B. Requiring Defendants and their officers, servants, employees, agents, and any persons
 2 who are, or on notice and upon continued provision of services would be, in active concert or
 3 participation with them, including but not limited to the domain name registrars and registries
 4 administering, holding, listing, or otherwise having control over the domain names freshporno.net,
 5 frprn.com, 3prn.com, homexvideo.com, kojka.com, mojva.com, onlineporno.cc, and pornheal.com,
 6 or any other domain name used in conjunction with Defendant's infringing activities, to transfer such
 7 domain name to AYLO's ownership and control, including, *inter alia*, by changing the registrar of
 8 record to the registrar of AYLO's choosing, unless AYLO requests that such domain name be held
 and/or released rather than transferred.

9 C. Requiring Defendants, their agents, servants, officers, directors, employees, attorneys,
 10 privies, representatives, successors and assigns and parent and subsidiary corporations or other related
 11 entities, and any or all persons or entity or entities acting in concert or participation with any of them,
 12 or under their direction or control, including any internet search engines, web hosting and Internet
 13 service providers, domain name registrars, domain name registries and other service or software
 providers, within five (5) business days from the issuance of this Order:

14 (1) To block or attempt to block access by United States users of the
 15 freshporno.net, frprn.com, 3prn.com, homexvideo.com, kojka.com, mojva.com,
 16 onlineporno.cc, and pornheal.com Websites by blocking or attempting to block access
 17 to all domains, subdomains, URLs, and/or IP Addresses that has as its sole or
 18 predominant purpose to enable to facilitate access to freshporno.net, frprn.com,
 19 3prn.com, homexvideo.com, kojka.com, mojva.com, onlineporno.cc, and
 pornheal.com Websites;

20 (2) To re-route all domains, subdomains, URLs, and/or IP Addresses that provide
 21 access to each and every URL available from each of the freshporno.net, frprn.com,
 22 3prn.com, homexvideo.com, kojka.com, mojva.com, onlineporno.cc, and
 23 pornheal.com websites and their domains and subdomains.

24 D. That Defendants be ordered to file with the Court and serve upon Plaintiff, within
 25 thirty (30) after the entry of an injunction, a report in writing and under oath, setting forth in detail
 26 the manner and form in which Defendants have complied with any ordered injunction;

1 E. That Plaintiff be awarded statutory damages in an amount to be determined at trial for
2 all infringing activities, or actual damages including Plaintiff's damages and lost profits, Defendants'
3 profit, at Plaintiff's choice;

4 F. That Defendants be ordered to account to Plaintiff for all profits, gains, and advantages
5 that they have realized as a consequence of their unauthorized use of Plaintiff's copyrighted works;

6 G. That Plaintiff be awarded enhanced damages and attorney's fees;

7 H. That Plaintiff be awarded pre-judgment and post-judgment interest;

8 I. That Plaintiff be awarded costs and expenses incurred in prosecuting this action,
9 including expert witness fees; and

10 J. That such other and further preliminary and permanent relief be awarded to Plaintiff
11 as the Court deems appropriate.

DEMAND FOR JURY TRIAL

12 Plaintiff hereby respectfully demands a jury trial as provided by Rule 38(a) of the Federal
13 Rules of Civil Procedure.

14 DATED: February 4, 2025

FREEMAN LAW FIRM, INC.

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